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13 Attorneys for Plaintiff ARCELIA OCHOA

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **IN AND FOR THE COUNTY OF MERCED**

16 ARCELIA OCHOA, an individual, on behalf of
17 herself, and on behalf of all persons similarly
situated,

18 Plaintiff,

19 v.

20 MARCOS RENTERIA AG SERVICES, INC.,
21 a California corporation; and DOES 1-50,
Inclusive,

22 Defendants.

Case No. 22CV-04217

[Complaint Filed: December 27, 2022]

**STIPULATION OF SETTLEMENT OF
CLASS ACTION CLAIMS AND
RELEASE OF CLAIMS**

1 This Stipulation of Settlement of Class Action Claims and Release of Claims is entered into
2 by and between Plaintiff Arcelia Ochoa (hereinafter “Plaintiff”), an individual, on behalf of herself,
3 and on behalf of all persons similarly situated and Defendant Marcos Renteria AG Services, Inc. a
4 California Corporation:

5 **I. DEFINITIONS**

- 6 A. “Action” means the putative class action lawsuit titled *Arcelia Ochoa v. Marcos*
7 *Renteria AG Services, Inc.*, Merced County Superior Court, Case No. 22CV-04217,
8 filed December 27, 2022.
- 9 B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
10 Class Action Claims and Release of Claims.
- 11 C. “Class” or the “Class Members” means all non-exempt employees who are or
12 previously were employed by Marcos Renterial AG Services, Inc. who performed
13 work for Foster Poultry Farms, LLC in California during the Class Period. The Class
14 Period is defined as the period February 1, 2020 to the earlier of December 6, 2023
15 or the date in which the total workweeks worked by class members reached 135,000.
- 16 D. “Class Counsel” means Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
17 Shani O. Zakay, Esq. of Zakay Law Group, APLC.
- 18 E. “Class Counsel Award” means the award of fees and expenses that the Court
19 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff,
20 and the Class Members in the Action, consisting of attorneys’ fees currently not to
21 exceed one-third of the Gross Settlement Amount currently estimated to be
22 \$233,333.33 out of \$700,000.00 plus costs of up to \$30,000.00. Attorneys’ fees will
23 be divided between Class Counsel in the following percentages (50% to JCL Law
24 Firm, APC, and 50% to Zakay Law Group, APLC).
- 25 F. “Class Data” means information regarding Class Members that Defendant will
26 compile from its records and provide to the Settlement Administrator. It shall be
27 formatted as a Microsoft Excel spreadsheet and shall include: each Class Member’s
28

1 full name; last known address; Social Security Number; start dates and end dates of
2 employment.

3 G. "Class Period" means February 1, 2020 to the earlier of December 6, 2023 or the date
4 in which the total workweeks worked by the Class Members reached 135,000.

5 H. "Class Representative" means plaintiff Arcelia Ochoa.

6 I. "Court" means the Superior Court for the State of California, County of Merced
7 currently presiding over the Action.

8 J. "Defendant" means Marcos Renteria AG Services, Inc.

9 K. "Effective Date" means the date upon which all of the following events have
10 occurred:

11 1. This Agreement has been executed by all Parties and by Class Counsel and
12 Defense Counsel;

13 2. The Court has preliminarily approved the Settlement;

14 3. Notice has been properly given to Class Members, providing them an
15 opportunity to opt out of the Class and Settlement as described in this
16 Agreement;

17 4. The Court has held a Final Fairness and Approval Hearing and entered the
18 Final Order and Judgment approving the Settlement; and

19 5. The later of: (a) sixty (60) days after the entry of the Final Order and
20 Judgment, if no motions for reconsideration and no appeals or other efforts to
21 obtain review have been filed; or (b) in the event that a motion for
22 reconsideration, an appeal or other effort to obtain review of the Final Order
23 and Judgment, the date sixty (60) days after such reconsideration, appeal or
24 review has been finally concluded. In this regard, it is the intention of the
25 Parties that the Effective Date of Settlement shall not be a date before the
26 Court's order approving the Settlement has become completely final, and
27 there is no timely recourse by any person who seeks to object to or otherwise
28 contest the Settlement.

- 1 L. “Funding Date” means the date upon which Defendant has paid the entire Gross
2 Settlement Amount to the Settlement Administrator in accord with the terms of this
3 Agreement which shall be within sixty (60) days of notice of entry of the Court’s
4 order granting final approval, but if an objection to the settlement is made but no
5 appeal is filed, then Defendant shall pay the Gross Settlement Amount to the
6 Settlement Administrator within sixty (60) days of the expiration of the appeal period.
7 If an appeal is filed, Defendant shall pay the Gross Settlement Amount to the
8 Settlement Administrator within sixty (60) days of when the applicable appellate
9 court has rendered a final decision or opinion affirming the Court’s final approval
10 order and judgment without material modification, and the applicable date for seeking
11 further appellate review has passed, or the date that any such appeal has been either
12 dismissed or withdrawn by the appellant.
- 13 M. “Gross Settlement Amount” means Seven Hundred Thousand Dollars and Zero Cents
14 (\$700,000), inclusive of the sum of Settlement Administration Costs, Class Counsel
15 Award, and Service Award,. The Gross Settlement Amount is all-in with no reversion
16 and *exclusive* of the employer’s share of payroll tax, if any, triggered by any payment
17 under this Settlement.
- 18 N. “Individual Settlement Payments” means the amount payable from the Net Settlement
19 Amount to each Settlement Class Member.
- 20 O. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Class
21 Counsel Award, Service Award, and Settlement Administration Costs.
- 22 P. “Notice Packet” means the Class Notice to be provided to the Class Members by the
23 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
24 than formatting changes to facilitate printing by the Settlement Administrator).
- 25 Q. “Operative Complaint” means the First Amended Complaint filed by Plaintiff on
26 September 10, 2024 in the Merced County Superior Court.
- 27 R. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either
28 Plaintiff or Defendant, individually.

- 1 S. "Payment Ratio" means the respective Workweeks for each Class Member divided
2 by the total Workweeks for all Class Members.
- 3 T. "Plaintiff" means Arcelia Ochoa.
- 4 U. "QSF" means the Qualified Settlement Fund established, designated, and maintained
5 by the Settlement Administrator to fund the Gross Settlement Amount.
- 6 V. "Released Class Claims" means upon entry of final judgment and funding of the
7 Gross Settlement Amount, the Defendant shall be entitled to a release from the Class
8 Members of all class claims alleged, or reasonably could have been alleged based on
9 the facts alleged, in the operative complaint in the *Arcelia Ochoa v. Marcos Renteria*
10 *AG Services, Inc.* Action which occurred during the Class Period, and expressly
11 excluding all other claims, including claims for vested benefits, wrongful termination,
12 unemployment insurance, disability, social security, workers' compensation and class
13 claims outside of the Class Period.
- 14 W. "Released Parties" shall mean Defendant, Foster Poultry Farms, LLC, and each of
15 their past, present and/or future, direct and/or indirect, officers, directors, members,
16 managers, employees, agents, representatives, attorneys, insurers, partners, investors,
17 shareholders, administrators, parent companies, subsidiaries, affiliates, divisions,
18 predecessors, successors, assigns, and joint venturers, and any individual or entity
19 which could be liable for any of the Released Claims. This release does not extend to
20 claims that cannot be released as a matter of law.
- 21 X. "Response Deadline" means the date forty-five (45) calendar days from the date the
22 Settlement Administrator first mails Notice Packets to Class Members and the last
23 date on which Class Members may submit disputes, requests for exclusion or
24 objections to the Settlement.-Neither side shall encourage any Class Member to opt
25 out.
- 26 Y. "Service Award" means an award in the amount of Ten Thousand Dollars (\$10,000)
27 or in an amount that the Court authorizes to be paid to the Class Representative, in
28

1 addition to her Individual Settlement Payment in recognition of her efforts and risks
2 in assisting with the prosecution of the Action.

3 Z. “Settlement” means the disposition of the Action pursuant to this Agreement.

4 AA. “Settlement Administration Costs” means the amount paid to the Settlement
5 Administrator from the Gross Settlement Amount for administering the Settlement
6 pursuant to this Agreement currently estimated not to exceed \$39,500.00.

7 BB. “Settlement Administrator” means Apex Class Action LLC, located at 18 Technology
8 Drive, Suite 164 Irvine, CA 92618; Tel: (800) 355-0700. The Settlement
9 Administrator establishes, designates, and maintains, as a QSF under Internal
10 Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which
11 the amount of the Gross Settlement Amount is deposited for the purpose of resolving
12 the claims of Settlement Class Members. The Settlement Administrator shall maintain
13 the funds until distribution in an account(s) segregated from the assets of Defendant
14 and any person related to Defendant. *All accrued interest shall be paid and*
15 *distributed to the Settlement Class Members as part of their respective Individual*
16 *Settlement Payment.*

17 CC. “Settlement Class Members” or “Settlement Class” means all Class Members who
18 have not submitted a timely and valid request for exclusion as provided in this
19 Agreement.

20 DD. “Workweek” means any seven (7) consecutive days beginning on Sunday and ending
21 on Saturday, in which a Class Member is employed and received any form of
22 compensation from Defendant. Claims Administrator will calculate the number of
23 Workweeks worked by Class Members during the Class Period and the amount to be
24 paid to Class Members per workweek based on information to be provided by
25 Defendant.

26 **II. RECITALS**

27 A. On December 27, 2022, Plaintiff filed a Class Action complaint in the Merced
28 Superior Court, Case No. 22CV-04217 (“Class Action”), alleging claims for:

- 1 1. Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*;
- 2 2. Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194,
- 3 1197 & 1197.1;
- 4 3. Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, *et*
- 5 *seq*;
- 6 4. Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§
- 7 226.7 & 512 and the Applicable IWC Wage Order;
- 8 5. Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§
- 9 226.7 & 512 and the Applicable IWC Wage Order;
- 10 6. Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201,
- 11 202 And 203;
- 12 7. Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab.
- 13 Code § 226.
- 14 8. Failure to Reimburse Employees for Required Expenses in Violation of Cal.
- 15 Lab. Code §2802.
- 16 B. The Class Representative believes she has claims based on alleged violations of the
- 17 California Labor Code, and the Industrial Welfare Commission Wage Orders, and
- 18 that class certification is appropriate because the prerequisites for class certification
- 19 can be satisfied in the Action.
- 20 C. Defendant denies any liability or wrongdoing of any kind associated with the claims
- 21 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
- 22 Representative, alleged in the Operative Complaint, are owed, and further contends
- 23 that, for any purpose other than settlement, the Action is not appropriate for class
- 24 action treatment. Defendant contends, among other things, that at all times it complied
- 25 with the California Labor Code and the Industrial Welfare Commission Wage Orders.
- 26 D. The Class Representative is represented by Class Counsel. Class Counsel investigated
- 27 the facts relevant to the Action, including conducting an independent investigation as
- 28 to the allegations, reviewing documents and information exchanged through informal

1 discovery, and reviewing documents and information provided by Defendant
2 pursuant to informal requests for information to prepare for mediation. Defendant
3 produced for the purpose of settlement negotiations certain employment data
4 concerning the Class, which Class Counsel reviewed and analyzed with the assistance
5 of an expert. Prior to mediation, Plaintiff obtained, through informal discovery,
6 Plaintiff's employment records, timekeeping records, and payroll records for the
7 Class Members along with other written policies applicable to the Class Members.
8 Based on their own independent investigation and evaluation, Class Counsel are of
9 the opinion that the Settlement with Defendant is fair, reasonable, and adequate, and
10 is in the best interest of the Class considering all known facts and circumstances,
11 including the risks of significant delay, defenses asserted by Defendant, uncertainties
12 regarding class certification, uncertainties as to Defendant's ability to fund any
13 settlement and numerous potential appellate issues. Although it denies any liability,
14 Defendant agrees to this Settlement solely to avoid the inconveniences and cost of
15 further litigation. The Parties and their counsel have agreed to settle the claims on the
16 terms set forth in this Agreement.

17 E. On June 28, 2023, the Court entered an Order Granting Plaintiff's Motion for Leave
18 to File a First Amended Complaint. On September 10, 2024, Plaintiff filed First
19 Amended Complaint.

20 F. On December 6, 2023 the Parties participated in an all-day mediation presided over
21 by Tripper Ortman which did not lead to a settlement. Thereafter the Parties
22 continued settlement discussions through Mr. Ortman and reached an agreement on
23 or about August 27, 2024. On or about September 25, 2024, the parties memorialized
24 the agreement with a Memorandum of Understanding ("MOU").

25 G. This Agreement replaces and supersedes the Memorandum of Understanding and any
26 other agreements, understandings, or representations between the Parties. This
27 Agreement represents a compromise and settlement of highly disputed claims.
28 Nothing in this Agreement is intended or will be construed as an admission by

1 Defendant that the claims in the Action of Plaintiff or the Class Members have merit
2 or that Defendant bears any liability to Plaintiff or the Class on those claims or any
3 other claims, or as an admission by Plaintiff that Defendant's defenses in the Action
4 have merit.

5 H. The Parties believe that the Settlement is fair, reasonable, and adequate. The
6 Settlement was arrived at through arm's-length negotiations, considering all relevant
7 factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to
8 continuing the Action through trial and any appeal. Accordingly, the Parties desire to
9 settle, compromise and discharge all disputes and claims arising from or relating to
10 the Action fully, finally, and forever.

11 I. The Parties agree to certification of the Class for purposes of this Settlement only. If
12 for any reason the settlement does not become effective, Defendant reserves the right
13 to contest certification of any class for any reason and reserve all available defenses
14 to the claims in the Action. The Settlement, this Agreement, and the Parties'
15 willingness to settle the Action will have no bearing on and will not be admissible in
16 connection with any litigation.

17 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

18 **III. TERMS OF AGREEMENT**

19 A. Settlement Consideration and Settlement Payments by Defendant.

20 1. Settlement Consideration. In full and complete settlement of the Action, and
21 in exchange for the releases set forth below, Defendant will pay the sum of
22 the Individual Settlement Payments, the Service Award, the Class Counsel
23 Award and the Settlement Administration Costs, as specified in this
24 Agreement, equal to the Gross Settlement Amount of Seven Hundred
25 Thousand Dollars and Zero Cents (\$700,000.00). The Parties agree that this is
26 a non-reversionary Settlement and that no portion of the Gross Settlement
27 Amount shall revert to Defendant. Other than the Defendant's share of
28 employer payroll taxes and as provided in Section III.A.2 below and the terms

1 provided in the Individual Settlement Agreement, Defendant shall not be
2 required to pay more than the Gross Settlement Amount.

3 2. Class Size. Defendant represents that the Class was comprised of
4 approximately 7,458 individuals who collectively worked approximately
5 135,000 Workweeks during the Class Period. Defendant will provide best
6 efforts to provide the Administrator with necessary data needed to determine
7 the number of Class Members and Workweeks worked by the Class Members,
8 in advance of the hearing on the Motion for Preliminary Approval, so as to
9 give the Administrator a reasonable amount of time to determine the number
10 of Class Members and Workweeks worked by the Class Members. Thereafter,
11 the Administrator will provide a declaration under penalty of perjury
12 confirming the number of Class Members and Workweeks worked by the
13 Class Members within three (3) business days prior to filing of the Motion for
14 Preliminary Approval. Should the Workweeks increase beyond 10% of what
15 was represented at the mediation during the Class Period, the Gross Settlement
16 Amount will increase proportionally for the number of workweeks over 110%
17 of 135,000, for example, if the total Workweeks in the Class Period are 115%
18 of 135,000, the Gross Settlement Amount shall increase by 5%. Alternatively,
19 In the event that the number of Workweeks exceeds 110% of 135,000, then
20 Defendant has the option to adjust the end dates of the Class Period so as to
21 have an earlier end date at the Defendant's discretion in order to limit the
22 amount of covered workweeks to 135,000.

23 3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount
24 into the QSF, through the Settlement Administrator on or before the Funding
25 Date. Any interest accrued will be added to any amounts of uncashed checks
26 and disbursed with the uncashed check residual except that if final approval is
27 reversed on appeal, then Defendant shall be entitled to prompt return of the
28 principal and all interest accrued.

1 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side
2 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
3 together with the Gross Settlement Amount on the Funding Date.

4 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
5 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
6 release the Released Parties from the Released Class Claims for the Class Period.

7 C. Conditions Precedent: This Settlement will become final and effective only upon the
8 occurrence of all of the following events:

- 9 1. The Court enters an order granting preliminary approval of the Settlement;
- 10 2. The Court enters an order granting final approval of the Settlement and a Final
11 Judgment;
- 12 3. If an objector appears at the final approval hearing, the time for appeal of the
13 Final Judgment and Order Granting Final Approval of Class Action
14 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
15 any appeal from the Judgment and Order Granting Final Approval of Class
16 Action Settlement; and
- 17 4. Defendant fully funds the Gross Settlement Amount.

18 D. Nullification of Settlement Agreement. If the Court does not preliminarily or finally
19 approve this Settlement Agreement, this Settlement Agreement fails to become
20 effective, or this Settlement Agreement is reversed, withdrawn, or modified by the
21 Court, or the Court in any way prevents or prohibits Defendant from obtaining a
22 complete resolution of the Released Class Claims:

- 23 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
24 and shall not be admissible in any judicial, administrative, or arbitral
25 proceeding for any purpose or with respect to any issue, substantive or
26 procedural;
- 27 2. The conditional class certification (obtained for any purpose) shall be void *ab*
28 *initio* and of no force or effect, and shall not be admissible in any judicial,

1 administrative, or arbitral proceeding for any purpose or with respect to any
2 issue, substantive or procedural; and

3 3. None of the Parties to this Settlement will be deemed to have waived any
4 claims, objections, defenses, or arguments in the Action, including with
5 respect to the issue of class certification.

6 E. In the event that Defendant fails to fully fund the Gross Settlement Amount, the
7 Settlement Administrator will provide notice to Class Counsel and Defendant's
8 counsel within three (3) business days of the missed payment. Thereafter, Defendant
9 will have seven (7) days to cure the default and tender payment to the Settlement
10 Administrator. In the event Defendant fails to cure the default within the times set forth
11 herein, Plaintiff may elect to enter judgment against Defendant, on an ex parte basis,
12 for the balance of the unpaid Gross Settlement Amount to date, and Plaintiff will be
13 entitled to recover interest at ten percent (10%) per year from the due date for such
14 payment and reasonable attorneys' fees and costs.

15 F. Certification of the Class. The Parties stipulate to conditional class certification of the
16 Class for the Class Period for settlement purposes only. In the event that this
17 Settlement is not approved by the Court, fails to become effective, or is reversed,
18 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant
19 from obtaining a complete resolution of the Released Class Claims and Released
20 PAGA Claims, the conditional class certification (obtained for any purpose) shall be
21 void *ab initio* and of no force or effect, and shall not be admissible in any judicial,
22 administrative or arbitral proceeding for any purpose or with respect to any issue,
23 substantive or procedural.

24 G. Tax Liability. The Parties make no representations as to the tax treatment or legal
25 effect of the payments called for, and Class Members are not relying on any statement
26 or representation by the Parties in this regard. Class Members understand and agree
27 that they will be responsible for the payment of any taxes and penalties assessed on
28 the Individual Settlement Payments described and will be solely responsible for any

1 penalties or other obligations resulting from their personal tax reporting of Individual
2 Settlement Payments.

3 H. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
4 the “acknowledging party” and each Party to this Agreement other than the
5 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision
6 of this Agreement, and no written communication or disclosure between or among the
7 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
8 such communication or disclosure constitute or be construed or be relied upon as, tax
9 advice within the meaning of United States Treasury Department circular 230 (31 CFR
10 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
11 her or its own, independent legal and tax counsel for advice (including tax advice) in
12 connection with this Agreement, (b) has not entered into this Agreement based upon
13 the recommendation of any other Party or any attorney or advisor to any other Party,
14 and (c) is not entitled to rely upon any communication or disclosure by any attorney
15 or adviser to any other party to avoid any tax penalty that may be imposed on the
16 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
17 any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
18 strategies (regardless of whether such limitation is legally binding) upon disclosure by
19 the acknowledging party of the tax treatment or tax structure of any transaction,
20 including any transaction contemplated by this Agreement.

21 I. Preliminary Approval Motion. Within 75 days after the execution of this Agreement,
22 Plaintiff shall file with the Court a Motion for Order Granting Preliminary Approval
23 and supporting papers, which shall include this Settlement Agreement. Plaintiff will
24 provide Defendant with a draft of the points and authorities and proposed order in
25 support of the Motion for Preliminary Approval at least three (3) business days prior
26 to the filing of the Motion to give Defendant an opportunity to review and comment
27 upon the Motion.

1 J. Settlement Administrator. The Settlement Administrator shall be responsible for:
2 establishing and administering the QSF; calculating, processing and mailing payments
3 to the Class Representative, Class Counsel, and Class Members; printing and mailing
4 the Notice Packets to the Class Members as directed by the Court; receiving and
5 reporting the objections and requests for exclusion; calculating, deducting and
6 remitting all legally required taxes from Individual Settlement Payments and
7 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest
8 Portion of the Individual Settlement Payments; processing and mailing tax payments
9 to the appropriate state and federal taxing authorities; providing declarations as
10 necessary in support of preliminary and/or final approval of this Settlement; and other
11 tasks as the Parties mutually agree or the Court orders the Settlement Administrator to
12 perform. The Settlement Administrator shall keep the Parties timely apprised of the
13 performance of all Settlement Administrator responsibilities by among other things,
14 sending a weekly status report to the Parties' counsel stating the date of the mailing,
15 the of number of opt outs from the Settlement it receives (including the numbers of
16 valid and deficient), and number of objections received.

17 K. Notice Procedure.

18 1. Class Data. No later than ten (10) business days after the Preliminary
19 Approval Date, Defendant shall provide the Settlement Administrator with the
20 Class Data for purposes of preparing and mailing Notice Packets to the Class
21 Members.

22 2. Notice Packets.

23 a) The Notice Packet shall contain the Notice of Class Action Settlement
24 in a form substantially similar to the form attached as **Exhibit A**. The
25 Notice of Class Action Settlement shall inform Class Members and
26 Aggrieved Employees that they need not do anything in order to
27 receive an Individual Settlement Payment and to keep the Settlement
28 Administrator apprised of their current mailing address, to which the

1 Individual Settlement Payments will be mailed following the Funding
2 Date. The Notice of Class Action Settlement shall set forth the release
3 to be given by all members of the Class who do not request to be
4 excluded from the Settlement Class in exchange for an Individual
5 Settlement Payment, the number of Workweeks worked by each Class
6 Member during the Class Period, and the estimated amount of their
7 Individual Settlement Payment if they do not request to be excluded
8 from the Settlement. The Settlement Administrator shall use the Class
9 Data to determine Class Members' Workweeks and PAGA Pay
10 Periods.

11 b) The Notice Packet's mailing envelope shall include the following
12 language: "IMPORTANT LEGAL DOCUMENT: YOU MAY BE
13 ENTITLED TO PARTICIPATE IN A CLASS ACTION
14 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
15 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
16 NOTICE."

17 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
18 Settlement Administrator will perform a search based on the National Change
19 of Address Database to update and correct any known or identifiable address
20 changes. No later than twenty-one (21) calendar days after preliminary
21 approval of the Settlement, the Settlement Administrator shall mail copies of
22 the Notice Packet to all Class Members via regular First-Class U.S. Mail and
23 electronic mail. The Settlement Administrator shall exercise its best judgment
24 to determine the current mailing address for each Class Member. The address
25 identified by the Settlement Administrator as the current mailing address shall
26 be presumed to be the best mailing address for each Class Member.

27 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
28 Administrator as non-delivered on or before the Response Deadline shall be

1 re-mailed to any forwarding address provided within seven (7) days of
2 receiving the returned notice. If no forwarding address is provided, the
3 Settlement Administrator shall promptly attempt to determine a correct
4 address by lawful use of skip-tracing, or other search using the name, address
5 and/or Social Security number of the Class Member involved, and shall then
6 perform a re-mailing, if another mailing address is identified by the Settlement
7 Administrator. In addition, if any Class Member who is currently employed
8 by Defendant, is returned to the Settlement Administrator, as non-delivered
9 and no forwarding address is provided, the Settlement Administrator shall
10 notify Defendant. Defendant will request that the currently employed Class
11 Member provide a corrected address and transmit to the Settlement
12 Administrator any corrected address provided by the Class Member. Class
13 Members who received a re-mailed Notice Packet shall have their Response
14 Deadline extended fifteen (15) days from the original Response Deadline.

15 5. Disputes Regarding Individual Settlement Payments. Class Members will
16 have the opportunity, should they disagree with Defendant's records regarding
17 the Workweeks, to provide documentation and/or an explanation to dispute
18 the Workweeks credited on or before the Response Deadline. The Settlement
19 Administrator shall determine the eligibility for, and the amounts of, any
20 Individual Settlement Payments under the terms of this Agreement. The
21 Settlement Administrator's determination of the eligibility for and amount of
22 any Individual Settlement Payment shall be binding upon the Class Member
23 and the Parties.

24 6. Exclusions. The Notice of Class Action Settlement contained in the Notice
25 Packet shall state that Class Members who wish to exclude themselves from
26 the Settlement must submit a signed copy of the Request for Exclusion form
27 to the Settlement Administrator by the Response Deadline. A Request for
28 Exclusion form will be mailed together with the Notice Packet to all Class

1 Members. The Request for Exclusion will not be valid if it is not timely
2 submitted, if it is not signed by the Class Member, or if it does not contain the
3 name and address and last four digits of the Social Security number of the
4 Class Member. The date of the postmark on the mailing envelope or fax stamp
5 on the Request for Exclusion shall be the exclusive means used to determine
6 whether the request for exclusion was timely submitted. Any Class Member
7 who submits a timely Request for Exclusion shall be excluded from the
8 Settlement Class will not be entitled to an Individual Settlement Payment and
9 will not be otherwise bound by the terms of the Settlement or have any right
10 to object, appeal, or comment thereon. Class Members who fail to submit a
11 valid and timely Request for Exclusion on or before the Response Deadline
12 shall be bound by all terms of the Settlement and any final judgment entered
13 in this Action if the Court approves the Settlement. No later than seven (7)
14 calendar days after the Response Deadline, the Settlement Administrator shall
15 provide counsel for the Parties with a final list of the Class Members who have
16 timely submitted timely Requests for Exclusion. At no time shall any of the
17 Parties or their counsel seek to solicit or otherwise encourage members of the
18 Class to submit Requests for Exclusion from the Settlement.

19 In the event that more than 5% of the Class Members submit Requests for
20 Exclusions, Defendant, at its sole discretion, may void this Agreement by
21 providing written notice to Plaintiff's Counsel no later than ten business days
22 after the Response Deadline. If Defendant chooses to void this Agreement, it
23 shall bear the costs of Settlement Administration Costs.

24 7. Objections. The Notice of Class Action Settlement contained in the Notice
25 Packet shall state that Class Members who wish to object to the Settlement
26 may submit to the Settlement Administrator a written statement of objection
27 ("Notice of Objection") by the Response Deadline. The postmark date of
28 mailing shall be deemed the exclusive means for determining that a Notice of

1 Objection was served timely. The Notice of Objection, if in writing, must be
2 signed by the Settlement Class Member and state: (1) the case name and
3 number; (2) the name of the Settlement Class Member; (3) the address of the
4 Settlement Class Member; (4) the last four digits of the Settlement Class
5 Member's Social Security number; (5) the basis for the objection; and (6) if
6 the Settlement Class Member intends to appear at the Final
7 Approval/Settlement Fairness Hearing. Settlement Class Members who fail
8 to make objections in writing in the manner specified above may still make
9 their objections orally at the Final Approval/Settlement Fairness Hearing with
10 the Court's permission. Settlement Class Members will have a right to appear
11 at the Final Approval/Settlement Fairness Hearing to have their objections
12 heard by the Court regardless of whether they submitted a written objection.
13 At no time shall any of the Parties or their counsel seek to solicit or otherwise
14 encourage Class Members to file or serve written objections to the Settlement
15 or appeal from the Order and Final Judgment. Class Members who submit a
16 written request for exclusion may not object to the Settlement.

17 L. Allocation of the Gross Settlement Amount.

- 18 1. Calculation of Individual Settlement Payments. Individual Settlement
19 Payments shall be paid from the Net Settlement Amount and shall be paid
20 pursuant to the formula set forth herein. Using the Class Data, the Settlement
21 Administrator shall add up the total number of Workweeks for all Class
22 Members. The respective Workweeks for each Class Member will be divided
23 by the total Workweeks for all Class Members, resulting in the Payment Ratio
24 for each Class Member. Each Class Member's Payment Ratio will then be
25 multiplied by the Net Settlement Amount to calculate each Class Member's
26 estimated Individual Settlement Payments. Each Individual Settlement
27 Payment will be reduced by any legally mandated employee tax withholdings
28 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class

1 Members who submit valid and timely requests for exclusion will be
2 redistributed to Settlement Class Members who do not submit valid and timely
3 requests for exclusion on a pro rata basis based on their respective Payment
4 Ratios.

5 2. Allocation of Individual Settlement Payments. For tax purposes, Individual
6 Settlement Payments shall be allocated as follows: 20% wages (“Wage
7 Portion”), and 80% penalties (“Penalties Portion”) and pre-judgment interest
8 (“Interest Portion”). The Wage Portion of the Individual Settlement Payments
9 shall be reported on IRS Form W-2 and the Penalty Portion and Interest
10 Portion of the Individual Settlement Payments shall be reported on IRS Form
11 1099 issued by the Settlement Agreement.

12 3. No Credit Toward Benefit Plans. The Individual Settlement Payments made
13 to Settlement Class Members under this Settlement Agreement, as well as any
14 other payments made pursuant to this Settlement Agreement, will not be
15 utilized to calculate any additional benefits under any benefit plans to which
16 any Class Members may be eligible, including, but not limited to profit-
17 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
18 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
19 Parties’ intention that this Settlement Agreement will not affect any rights,
20 contributions, or amounts to which any Class Members may be entitled under
21 any benefit plans.

22 4. All monies received by Settlement Class Members under the Settlement which
23 are attributable to wages shall constitute income to such Settlement Class
24 Members solely in the year in which such monies are received by the Settlement
25 Class Members. It is the intent of the Parties that Individual Settlement
26 Payments provided for in this Settlement agreement are the sole payments to be
27 made by Defendant to Settlement Class Members in connection with this
28 Settlement Agreement, with the exception of Plaintiff, and that the Settlement

1 Class Members are not entitled to any new or additional compensation or
2 benefits as a result of having received the Individual Settlement Payments.

3 5. Mailing. Individual Settlement Payments shall be mailed by regular First-
4 Class U.S. Mail to Settlement Class Members' and/or Aggrieved Employees'
5 last known mailing address no later than sixty (60) days after the final
6 approval order.

7 6. Expiration. Any checks issued to Settlement Class Members shall remain
8 valid and negotiable for one hundred and eighty (180) days from the date of
9 their issuance. If a Settlement Class Member does not cash his or her
10 settlement check within ninety (90) days, the Settlement Administrator will
11 send a letter to such persons, advising that the check will expire after the 180th
12 day, and invite that Settlement Class Member to request reissuance in the
13 event the check was destroyed, lost, or misplaced. In the event an Individual
14 Settlement Payment has not been cashed within one hundred and eighty (180)
15 days, all funds represented by such uncashed checks, plus any interest accrued
16 thereon, shall be transmitted to the State Controller's Office, Unclaimed
17 Property Division thereby leaving no "unpaid residue" subject to the
18 requirements of California Code of Civil Procedure Section 384, subd. (b).

19 7. Service Award. In addition to the Individual Settlement Payment as a
20 Settlement Class Member Plaintiff will apply to the Court for an award of not
21 more than \$10,000.00, as the Service Award. Defendant will not oppose a
22 Service Award of not more than \$10,000.00 for Plaintiff. The Settlement
23 Administrator shall pay the Service Award, either in the amount stated herein
24 if approved by the Court or some other amount as approved by the Court, to
25 Plaintiff from the Gross Settlement Amount no later than sixty (60) days after
26 the final approval order. Any portion of the requested Service Award that is
27 not awarded to the Class Representative shall be part of the Net Settlement
28 Amount and shall be distributed to Settlement Class Members as provided in

1 this Agreement. The Settlement Administrator shall issue an IRS Form 1099
2 — MISC to Plaintiff for her Service Award. Plaintiff shall be solely and
3 legally responsible to pay any and all applicable taxes on his Service Award
4 and shall hold harmless the Released Parties from any claim or liability for
5 taxes, penalties, or interest arising as a result of the Service Award. Approval
6 of this Settlement shall not be conditioned on Court approval of the requested
7 amount of the Service Award. If the Court reduces or does not approve the
8 requested Service Award, Plaintiff shall not have the right to revoke the
9 Settlement, and it will remain binding.

10 8. Class Counsel Award. Defendant will not oppose, a motion for Attorneys'
11 Fees not to exceed one-third of the Gross Settlement Amount currently
12 estimated to be Two Hundred Thirty-Three Thousand and Three Hundred and
13 Thirty-Three Dollars and Thirty-Three Cents (\$233,333.33) **and** Attorneys'
14 Expenses supported by declaration and Class Counsel's billing statements not
15 to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00). Any
16 awarded Class Counsel Award shall be paid from the Gross Settlement
17 Amount. Any portion of the requested Attorneys' Fees and/or Attorneys'
18 Expenses that are not awarded to Class Counsel shall be part of the Net
19 Settlement Amount and shall be distributed to Settlement Class Members as
20 provided in this Agreement. The Settlement Administrator shall allocate and
21 pay the Attorneys' Fees to Class Counsel from the Gross Settlement Amount
22 no later than sixty (60) days after the final approval. Class Counsel shall be
23 solely and legally responsible to pay all applicable taxes on the payment made
24 pursuant to this paragraph. The Settlement Administrator shall issue an IRS
25 Form 1099 — MISC to Class Counsel for the payments made pursuant to this
26 paragraph. If the Court reduces or does not approve the requested Attorneys'
27 Fees, Plaintiff and Class Counsel shall not have the right to revoke the
28 Settlement, or to appeal such order, and the Settlement will remain binding.

1 9. Settlement Administration Costs. The Settlement Administrator shall be paid
2 for the costs of administration of the Settlement from the Gross Settlement
3 Amount. The estimate of the Settlement Administration Costs is \$39,500.00.
4 The Settlement Administrator shall be paid the Settlement Administration
5 Costs no later than sixty (60) days after the final approval order.

6 M. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
7 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
8 ninety (90) days following the expiration of the Response Deadline, which motion
9 shall request final approval of the Settlement and a determination of the amounts
10 payable for the Service Award, the Class Counsel Award and the Settlement
11 Administration Costs. Plaintiff will provide Defendant with a draft of the points and
12 authorities, proposed order and proposed judgment in support of the Motion for Final
13 Approval at least three (3) business days prior to the filing of the Motion to give
14 Defendant an opportunity to propose changes or additions to the Motion.

15 1. Declaration by Settlement Administrator. No later than seven (7) days after
16 the Response Deadline, the Settlement Administrator shall submit a
17 declaration in support of Plaintiff's motion for final approval of this
18 Settlement detailing the number of Notice Packets mailed and re-mailed to
19 Class Members, the number of undeliverable Notice Packets, the number of
20 timely requests for exclusion, the full names of any Class Members who opt
21 out of the Settlement, the number of objections received, the amount of the
22 average, lowest, and highest Individual Settlement Payments, the amount of
23 the Settlement Administration Costs, and any other information as the Parties
24 mutually agree or the Court orders the Settlement Administrator to provide.

25 2. Final Approval Order and Judgment. Class Counsel shall present an Order
26 Granting Final Approval of Class Action Settlement to the Court for its
27 approval, and Judgment thereon, at the time Class Counsel files the Motion
28 for Final Approval.

- 1 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
2 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
3 Final Approval, including the Order Granting Final Approval of Class Action
4 Settlement, and Judgment at least three (3) business days in advance of filing with the
5 Court. The Parties and their counsel will cooperate with each other and use their best
6 efforts to affect the Court's approval of the Motions for Preliminary and Final
7 Approval of the Settlement, and entry of Judgment.
- 8 O. Cooperation. The Parties and their counsel will cooperate with each other and use
9 their best efforts to implement the Settlement.
- 10 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
11 except such proceedings necessary to implement and complete the Settlement, pending
12 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.
- 13 Q. Amendment or Modification. This Agreement may be amended or modified only by
14 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 15 R. Plaintiff's Individual Claims. In addition to this Agreement and the claims she is
16 releasing hereby, Plaintiff is entering into a separate individual settlement agreement,
17 which shall provide for a separate individual payment, and which shall provide for an
18 additional broad release, including a waiver of Civil Code Section 1542. Plaintiff
19 releases and discharges all Released Parties from any and all claims, including but not
20 limited to: any and all wage-and-hour claims arising under the laws of the State of
21 California, including, without limitation, statutory, constitutional, contractual, and/or
22 common law claims for wages, damages, restitution, unreimbursed expenses, equitable
23 relief, penalties, liquidated damages, interest, and/or punitive damages (including,
24 without limitation, claims under any applicable Industrial Welfare Commission Wage
25 Order, the California Private Attorneys General Act, or any other provision of the
26 California Labor Code); Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981;
27 the Americans With Disabilities Act; Sections 503 and 504 of the Rehabilitation Act
28 of 1973; the Family Medical Leave Act; the Fair Labor Standards Act; the Employee

1 Retirement Income Security Act; the Occupational Safety and Health Act; the Worker
2 Adjustment and Retraining Notification Act, as amended; the California Unfair
3 Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.); the California Fair
4 Employment and Housing Act; any state, civil, or statutory laws, including any and all
5 human rights laws and laws against discrimination; any claims that could have been
6 alleged in the Action; and any other federal, state, or local statutes, codes, or
7 ordinances; any common law, contract law, or tort law cause of action; and any claims
8 for interest, attorneys' fees, and/or costs. The Parties acknowledge such approval of
9 this Agreement may require disclosure of the Individual Settlement Agreement, and
10 consent to in camera review by the Court of the Individual Settlement Agreement, for
11 that limited purpose.

12 S. Entire Agreement. Except with respect to Plaintiff's Individual Settlement Agreement,
13 described in paragraph "R" immediately above, this Agreement and any attached
14 Exhibit constitute the entire Agreement among these Parties, and no oral or written
15 representations, warranties or inducements have been made to any Party concerning
16 this Agreement or its Exhibit other than the representations, warranties and covenants
17 contained and memorialized in this Agreement and its Exhibit.

18 T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
19 represent they are expressly authorized by the Parties whom they represent to negotiate
20 this Agreement and to take all appropriate Action required or permitted to be taken by
21 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
22 documents required to effectuate the terms of this Agreement. The persons signing
23 this Agreement on behalf of Defendant represents and warrants that they are authorized
24 to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that
25 she is authorized to sign this Agreement and that she has not assigned any claim, or
26 part of a claim, covered by this Settlement to a third-party.

27 U. No Public Comment: The Parties and their counsel agree that they will not issue any
28 press releases, initiate any contact with the press, respond to any press inquiry, or have

1 any communication with the press about the fact, amount, or terms of the Settlement
2 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
3 of its terms for any marketing or promotional purposes. Nothing herein will restrict
4 Class Counsel from including publicly available information regarding this settlement
5 in future judicial submissions regarding Class Counsel's qualifications and experience.
6 Further, Class Counsel will not include, reference, or use the Settlement Agreement
7 for any marketing or promotional purposes, either before or after the Motion for
8 Preliminary Approval is filed.

9 V. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
10 to the benefit of, the successors or assigns of the Parties, as previously defined.

11 W. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
12 shall be governed by and interpreted according to the laws of the State of California.

13 X. Counterparts. This Agreement may be executed in one or more counterparts. All
14 executed counterparts and each of them shall be deemed to be one and the same
15 instrument provided that counsel for the Parties to this Agreement shall exchange
16 among themselves copies or originals of the signed counterparts.

17 Y. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement
18 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
19 Settlement after extensive arms-length negotiations, taking into account all relevant
20 factors, present and potential.

21 Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
22 respect to the interpretation, implementation, and enforcement of the terms of this
23 Agreement and all orders and judgments entered in connection therewith, and the
24 Parties and their counsel submit to the jurisdiction of the Court for purposes of
25 interpreting, implementing and enforcing the settlement and all orders and judgments
26 entered in connection with this Agreement.

27 AA. Invalidity of Any Provision. Before declaring any provision of this
28 Agreement invalid, the Court shall first attempt to construe the provisions valid to the

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fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released Class Claims have merit and give rise to liability on the part of Defendant. Defendant claims that the Released Class Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his own attorney's fees and costs.

1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

2 DATED: 11/20/2024


Arcelia Ochoa (Nov 20, 2024 22:38 PST)

3

4

ARCELIA OCHOA

5 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

6

7 DATED: _____

MARCOS RENTERIA AG SERVICES, INC.

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9

Printed Name

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11

Title

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1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:


2 DATED: 12-10-24 _____

3
4 ARCELIA OCHOA

5 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

6
7 DATED: 12-11-24 _____
8  _____
9 MARCOS RENTERIA AG SERVICES, INC.

10  _____
11 Printed Name

12  _____
13 Title

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1 IT IS SO AGREED AS TO FORM BY COUNSEL:
2

3 DATED: November 22, 2024

JCL LAW FIRM, A.P.C.

4 By: _____
5



6 Attorneys for Plaintiff and the Settlement Class
7 Members

8
9 DATED: November 22, 2024

ZAKAY LAW GROUP, AP LC

10 By: _____
11



12 Attorneys for Plaintiff and the Settlement Class
13 Members

14 DATED: _____
15

LITTLER

16 By: _____
17

18 Gerardo Hernandez, Esq.
19 Willie Mincey, Esq.
20 Attorneys for Defendant

1 IT IS SO AGREED AS TO FORM BY COUNSEL:
2

3 DATED: November 22, 2024

JCL LAW FIRM, A.P.C.

4 By: _____
5



6 Attorneys for Plaintiff and the Settlement Class
7 Members

8
9 DATED: November 22, 2024

ZAKAY LAW GROUP, APLC

10 By: _____
11




12 Attorneys for Plaintiff and the Settlement Class
13 Members

14 DATED: December 13, 2024

LITTLER

15 By: _____
16



17 Gerardo Hernandez, Esq.
18 Willie Mincey, Esq.
19 Attorneys for Defendant

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

*Arcelia Ochoa v. Marcos Renteria AG Services, Inc, et al., currently pending in Superior Court of Merced,
Case No. 22CV-04217*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<< [REDACTED] >>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Merced (the “Court”) has been reached between Plaintiff Arcelia Ochoa (“Plaintiff”) and Defendant Marcos Renteria AG Services, Inc. The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All non-exempt employees who are or previously were employed by Marcos Renteria AG Services, Inc. (“Defendant”) who performed work for Foster Poultry Farms, LLC in California during the period beginning February 1, 2020 to the earlier of December 6, 2023 or the date in which the total Workweeks worked by the Class Members reached 135,000. (“Class Period”).

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On December 27, 2022, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Merced. Plaintiff asserted the following claims against Defendant: (1) Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, *et seq*; (4) Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the

applicable IWC Wage Order; (5) Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201, 202 And 203; (7) Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226; and (8) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code §2802. On September 10, 2024, Plaintiff filed a First Amended Complaint in Merced Superior Court, Case No. 22CV-04217.

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On December 6, 2023 the Parties participated in an all-day mediation presided over by Tripper Ortman which did not lead to a settlement. Thereafter the Parties continued settlement discussions through Mr. Ortman and reached an agreement on or about August 27, 2024. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, and the Service Award.

After the settlement becomes final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. The settlement becomes final on the date when the Court enters a judgment approving the settlement, and the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$39,500.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys’ fees of no more than 1/3 of the Gross Settlement Amount (currently \$233,333.33) and actually incurred litigation expenses of not more than \$30,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Award. A Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.

- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to class members who do **not** request exclusion (“Settlement Class Members”). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member’s workweeks that occurred during the Class Period. A “workweek” is defined as a normal seven-day week of work during the Class Period in which, according to Defendant’s records, a member of the class worked at least one-day during any such workweek.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent (80%) of each Individual Settlement Payment is allocated to penalties (“Penalty Portion”) and pre-judgment interest (“Interest Portion”). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. Neither Class Counsel nor Defendant’s counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments made to Settlement Class Members under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the operative complaint in the *Arcelia Ochoa v. Marcos Renteria AG Services, Inc.* Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation and class claims outside of the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court’s orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have << ____ >> Workweeks worked during the Class Period February 1, 2020 to _____.

Based on this information, your estimated Individual Settlement Payment is << _____ >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www._____.com.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.**

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Arcelia Ochoa v. Marcos Renteria AG Services, Inc.*, currently pending in Superior Court of Merced Case No. 22CV-04217. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Arcelia Ochoa v. Marcos Renteria AG Services, Inc.*, **currently pending in Superior Court of Merced, Case No. 22CV-04217.** You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9

below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than [REDACTED]. The address for the Settlement Administrator is 18 Technology Drive, Suite 164 Irvine, CA 92618.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

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9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM** on [REDACTED], at [REDACTED] before Judge [REDACTED]. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to *Arcelia Ochoa v. Marcos Renteria AG Services, Inc., et al.*, currently pending in Superior Court of Merced, Case No. 22CV-04217., Settlement Administrator, 18 Technology Drive, Suite 164 Irvine, CA 92618 c/o [REDACTED].

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at www.apexclassaction.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Community Law Project, a Cy Pres, in accordance with Code of Civil Procedure, Section 384. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.